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16 UNITED STATES DISTRICT COURT

17 EASTERN DISTRICT OF CALIFORNIA, SACRAMENTO DIVISION

18 JASVEER SINGH; JESUS MIER; and ) Case No.: 2:05-CV-00521-MCE-DAD  
19 TOMMIE PRUITT, )  
)  
20 Plaintiffs, )  
) STIPULATED PROTECTIVE ORDER AND  
21 vs. ) CONFIDENTIALITY AGREEMENT  
)  
22 YELLOW TRANSPORTATION, INC. DBA )  
YELLOW FREIGHT; INTERNATIONAL )  
23 BROTHERHOOD OF TEAMSTERS, LOCAL )  
UNION #439, DANIEL DRAKE, ROGER )  
24 PRICE, FRANK VELLA and DOES 1 )  
through 20., )  
25 )  
Defendants. )  
26 )

1 Pursuant to F.R.C.P. 26(c), Plaintiffs, Jasveer Singh,  
2 Jesus Mier and Tommie Pruitt, ("Plaintiffs"), through their  
3 attorney, and defendants Yellow Transportation, Inc.  
4 ("Yellow"), and individuals Roger Price and Daniel Drake  
5 (collectively "Defendants") through their counsel, hereby  
6 stipulate to the following Protective Order to govern the  
7 disclosure of confidential discovery materials and testimony in  
8 the above-captioned action:

9 1. In connection with discovery in this action, the  
10 parties may designate any materials including electronic files,  
11 documents, things, testimony, or other information derived from  
12 such materials, as "Confidential" under the terms of this  
13 Stipulated Protective Order (the "Order"). Confidential  
14 information is information that has not been made public and  
15 may include, but is not limited to, the following: (a)  
16 information and documents to be produced in this action that  
17 contain, disclose, or reflect confidential personnel  
18 information of current or former employees of Yellow; (b) the  
19 method of manufacture or provision of any past, present, or  
20 future product or service of a party; (c) the construction,  
21 development, function, or operation of any past, present, or  
22 future product or service of a party; (d) pricing, income,  
23 profits, losses, expenses, costs, overhead, royalty rates, or  
24 sales quantities relating to any past, present, or future  
25 product or service of a party; (e) business, financial, or  
26 marketing plans, projections, or data of a party; (f) the  
27 identity of customers or suppliers of a party; (g) research and  
28 development materials of a party, including both product and

1 market research; (h) trade secrets; (i) all or any portion of a  
2 party's response to any interrogatory or request for admission  
3 propounded by any party that contains, discloses, or reflects  
4 confidential business, commercial, financial, or other  
5 similarly sensitive information of a non-public nature; (j)  
6 documents disclosed by any party that contains, discloses, or  
7 reflects confidential business, commercial, financial, or other  
8 similarly sensitive information of a non-public nature; (k) all  
9 or any portion of deposition testimony in this action that  
10 discloses or reflects confidential business, commercial,  
11 financial, or other sensitive information of a non-public  
12 nature; (l) all or any portion of any exhibits to depositions  
13 that contain or reflect confidential business, commercial,  
14 financial, or other similarly sensitive information of a non-  
15 public nature; (m) all summaries, extracts and abstracts of any  
16 information that discloses or reflects confidential business,  
17 commercial, financial, or other sensitive information of a non-  
18 public nature; and (n) any such information of a third party,  
19 the disclosure of which information may have the effect of  
20 causing harm to the third party.

21 2. Materials designated as "Confidential" under the  
22 Order, the information contained therein, and any summaries,  
23 copies, abstracts, or other documents derived in whole or in  
24 part from material designated as "Confidential" (hereinafter  
25 "Confidential Material") shall be used only for the purpose of  
26 the prosecution, defense, or settlement of this action, and for  
27 no other purpose.

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1           3. Documents containing Confidential Material shall be  
2 so designated by stamping copies of the document produced to  
3 any other party with the legend "CONFIDENTIAL." Stamping the  
4 legend "CONFIDENTIAL" on the cover of any multi-page document  
5 shall designate all pages of the document as containing  
6 Confidential Material and as subject to the terms of this  
7 Order, unless otherwise indicated by the producing party.

8           4. Testimony taken at a deposition, conference, hearing,  
9 or trial may be designated as Confidential Material by making a  
10 statement to that effect on the record at the deposition or  
11 other proceeding. Arrangements shall be made with the court  
12 reporter taking and transcribing such proceeding to bind  
13 separately such portions of the transcript containing  
14 information designated as Confidential Material and to label  
15 such portions appropriately.

16           5. Confidential Material may only be disclosed to: (a)  
17 parties to this litigation and their spouses, the undersigned  
18 counsel for the parties hereto, their respective associates,  
19 clerks, legal assistants, stenographic personnel, and firms  
20 retained by counsel to provide litigation services and the  
21 employees of said firms; (b) the Court and its support staff;  
22 (c) other employees of a party for the purpose of working  
23 directly on this litigation at the request or at the direction  
24 of counsel; or (d) court reporters actually involved in  
25 transcribing depositions and proceedings in this litigation; or  
26 (e) witnesses and/or deponents; however, witnesses and  
27 deponents shall agree to be bound by this Agreement and its  
28 terms. In the event that Confidential Material is disclosed to

1 them in the course of their testimony or deposition, said  
2 witnesses and deponents shall not be entitled to maintain  
3 possession of confidential documents, and shall return them to  
4 counsel at the conclusion of either their testimony at trial or  
5 at deposition.

6 6. Nothing in this Order shall prohibit a party from  
7 seeking additional, modified or further protection of  
8 Confidential Material during or before the trial of this Action  
9 by stipulation among all the parties, approved by the Court; by  
10 application to the Court, or by the Court's Order. Further,  
11 nothing in this Order shall prohibit a party from bringing  
12 before the Court the question of whether a particular document  
13 or information is confidential or whether its use should be  
14 restricted.

15 7. Nothing herein shall impose any restrictions on the  
16 use or disclosure by a party of material obtained by such party  
17 independent of activities pertaining to this action, or from  
18 disclosing its own Confidential Material as he, she, or it  
19 deems appropriate.

20 8. The provisions of this Stipulation and Order are  
21 intended solely to facilitate the preparation and trial of this  
22 Action, and shall not be construed in any way as an admission  
23 or agreement by any party that any document, or any information  
24 contained therein, does or does not constitute or contain  
25 private, trade-secret, or confidential information.

26 9. Nothing herein contained shall be deemed to preclude  
27 any party to this Action from objecting to any discovery  
28 requested in this action on any proper ground or withholding

1 production on any proper ground, or from applying to the Court  
2 for a modification of this Order, or for additional protection  
3 for specific materials or information sought during the course  
4 of discovery in this Action.

5 10. In the event that a party seeks to file Confidential  
6 Material with the Court, notice shall be given at least ten  
7 (10) days prior to the filing of any Confidential Material and  
8 the parties shall meet and confer in order to determine whether  
9 a request to file Confidential Material under seal should be  
10 made to the District Judge.

11 11. This Order shall survive the final termination of  
12 this action to the extent that the information contained in  
13 Confidential Material is not or does not become known to the  
14 public, and the Court shall retain jurisdiction to resolve any  
15 dispute concerning the use of information disclosed hereunder.  
16 However, any and all retained materials that have remained  
17 protected up to the final termination of the litigation shall  
18 be treated as protected in accordance with this Order.

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1           12. This Order shall be binding on the parties when  
2 signed regardless of whether or when the Court endorses this  
3 Order.

4 IT IS SO STIPULATED.

5 Dated: December 2, 2005                   LAW OFFICE OF JOHN RIESTENBERG

6  
7                                   By: \_\_\_/s/\_\_\_\_\_  
8                                   JOHN RIESTENBERG  
9                                   Attorney for Plaintiffs

10 DATED: December 6, 2005               FISHER & PHILLIPS LLP

11  
12                                  By: \_\_\_/s/\_\_\_\_\_  
13                                  JAMES J. McDONALD, JR.  
14                                  TAMARA DEVITT NAUGHTON  
15                                  Attorney for Defendant  
16                                  YELLOW TRANSPORTATION, INC.

17 DATED: December 5, 2005               LAW OFFICES OF JOSEPH SCALIA

18                                  By: \_\_\_/s/\_\_\_\_\_  
19                                  JOSEPH SCALIA  
20                                  Attorney for Defendant  
21                                  ROGER PRICE AND DANIEL DRAKE

22 DATED: December 5, 2005               WHITNEY F. WASHBURN

23                                  By: \_\_\_/s/\_\_\_\_\_  
24                                  WHITNEY F. WASHBURN  
25                                  Attorney for Defendant  
26                                  ROGER PRICE AND DANIEL DRAKE  
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1 IT IS SO ORDERED.

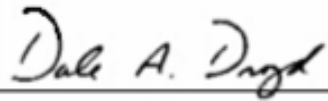
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Dated: December 13, 2005

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DALE A. DROZD

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UNITED STATES MAGISTRATE JUDGE

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**PROOF OF SERVICE**

(CCP § 1013(a) and 2015.5)

I, the undersigned, am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; am employed with the law offices of Fisher & Phillips LLP and my business address is 18400 Von Karman Avenue, Suite 400, Irvine, California 92612.

On December 6, 2005, I served the foregoing document entitled **[PROPOSED] STIPULATED PROTECTIVE ORDER AND CONFIDENTIALITY AGREEMENT**, on all the appearing and/or interested parties in this action by placing ☐ the original ☒ a true copy thereof enclosed in sealed envelope(s) addressed as follows:

John M. Riestenberg Law Offices of John M. Riestenberg 455 Capitol Mall, Suite 410 Sacramento, CA 95814 Tel: (916) 443-6300 Fax: (916) 329-3435	Attorney for Plaintiffs, Jasveer Singh, Jesus Mier and Tommie Pruitt
Mr. Joseph Scalia Law Offices of Joseph Scalia 11335 Gold Express, Suite 105 Gold River, CA 95670 Tel: (916) 858-2286 Fax: (916) 852-7777	Attorney for Roger Price and Daniel Drake
Whitney F. Washburn, Attorney Law Offices of Whitney F. Washburn 11341 Gold Express Dr., Suite 110 Gold River, CA 95670 Tel: (916) 638-8800 Fax: (916) 638-7068	Attorney for Roger Price and Daniel Drake

☒ **[by MAIL]** I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Irvine, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage meter date is more than one day after date of deposit for mailing this affidavit.

☒ **FEDERAL** - I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

Executed on December 6, 2005, at Irvine California.

Paula Sanchez

Print Name

By:

Signature

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